



NOTICE OF SOLICITATION

SERIAL 06118-S

INVITATION FOR BID FOR: WATER SOFTENING SERVICE (NIGP 91077)

Notice is hereby given sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M./M.S.T.** on **NOVEMBER 7, 2006** for the furnishing of the following for Maricopa County bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "**SERIAL 06118-S INVITATION FOR BID FOR WATER SOFTENING SERVICE (NIGP 91077).**"

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Invitation for Bid must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS INVITATION FOR BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS INVITATION FOR BID WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

ANDREA STUPKA
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3504

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON TUESDAY OCTOBER 17, 2006 AT 9:00 A.M. AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 WEST JEFFERSON STREET, PHOENIX, ARIZONA 85003

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

TABLE OF CONTENTS

NOTICE

TABLE OF CONTENTS

NO RESPONSE DOCUMENT

M/WSBE CONTRACT PARTICIPATION

SECTION:

1.0 INTENT

2.0 SCOPE OF WORK

3.0 SPECIAL TERMS & CONDITIONS

ATTACHMENTS:

ATTACHMENT A – PRICING

ATTACHMENT B – AGREEMENT/SIGNATURE PAGE

ATTACHMENT C – REFERENCES

EXHIBITS:

EXHIBIT 1 VENDOR REGISTRATION PROCEDURES

NO RESPONSE

Respondents not responding to this Invitation for Bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

MARK OUTSIDE ENVELOPE "SERIAL 06118 -S"

Responses must be received **BY 2:00 P.M., NOVEMBER 7, 2006**. Respondents failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL 06118-S

TITLE: **WATER SOFTENING SERVICE (NIGP 91077)**

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NOT SUBMITTING A BID:

_____ Insufficient time
_____ Do not handle product/service
_____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR BID

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

INVITATION FOR BID FOR: WATER SOFTENING SERVICE (NIGP 91077)

1.0 INTENT:

The intent of this call for bid is to solicit services for commercial and industrial water softener systems located at various sites within Maricopa County, on an as needed basis. This includes maintenance, repair, replacement, and new installation. Repairs shall include service to the complete soft water system; (valve, brine tank, salt tank, electrical, plumbing, etc.), as covered by purchase order or Procurement Card.

Any County department may use this contract. The Facilities Management Department (FMD) is not responsible for contract administration of this contract when services are requested by other County agencies. Some County departments may recruit the services of the water softener contractor to perform repairs on residential type softeners.

2.0 SPECIFICATIONS:

2.1 TECHNICAL REQUIREMENTS:

- 2.1.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and all effort necessary and required to repair or replacement of water softener systems and products used in the residential, commercial, and industrial environments.
- 2.1.2 REGULAR service shall be made available to the County between the hours of 6:00 AM to 6:00 PM, Monday through Friday, excluding County holidays. Any service outside of these times shall be considered AFTER HOURS. New installation, if requested, shall be performed at regular County hours, unless specified otherwise.

Response time to all REGULAR service work shall be within six (6) hours on-site after Contractor receives request from the County department, with the exception of an emergency request that occurs during REGULAR hours, which shall be two (2) hours. The six hour response time shall carryover the next working day if called into Contractor's office after 12:00 Noon. AFTER HOURS service shall require a four (4) hour on-site response time.

Equipment/tools needed that are not part of routine water softener service will be allowed an administrative mark-up cost of five percent (5%).

- 2.1.3 Repairs would include service to the following:
 - 2.1.3.1 Brine Tank, ejector, float, valves and associated equipment
 - 2.1.3.2 Control valves and associated equipment
 - 2.1.3.3 Cycle controller
 - 2.1.3.4 Multi-port valves
 - 2.1.3.5 Distributors
 - 2.1.3.6 Timers and gallonage meters
 - 2.1.3.7 Resin and resin tanks
 - 2.1.3.8 Water softener tanks and associated equipment
 - 2.1.3.9 Plumbing associated with unit
- 2.1.4 Should the need arise for replacement or new installations, Contractor will be notified by the Facilities Management Department for quotation. All new installation work will be coordinated by FMD.
- 2.1.5 Replacement or new installations are to be made within three (3) business days of notification of requirement.

- 2.1.6 The materials/products used by the Contractor for water softener systems shall be the best of their grade and type, prepared according the best available standards, and thoroughly tested and subjected to rigid examination. Materials/products not meeting these requirements shall be replaced at no cost to the County.
- 2.1.7 The Contractor shall make necessary repairs to the softener units in such a manner that it does not damage County property. In the event damage occurs to County property, or any adjacent property, by reason of any repairs, installations, or routine maintenance performed under this contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired/replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 2.1.8 In the event a unit requires a part that will delay full operational run, Contractor's technical staff shall notify FMD immediately.
- 2.1.9 Salt replacement and installation shall not be a part of the requirements of this contract.
- 2.1.10 Contractor shall be licensed by the State of Arizona, having a L-54 Water Conditioning Equipment license. Proof of such must accompany bid package.
- 2.1.11 In the event the work performance of the Contractor is unsatisfactory, the Contractor shall be notified by the Facilities Management Department and be given one business day to correct the work. Labor for all re-work shall be at no cost to the County.
- 2.1.12 A Maricopa County Sheriff's Office background check will be a requirement for all employees of Contractor's staff providing services to the County. This option shall allow Contractor to access areas within the County such as detention facilities, court buildings, and many other restricted areas. Access to County Attorney will require an additional back ground check. The cost for these options shall be incurred by the County.
- 2.1.13 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.
- 2.1.14 Project Work and Time and Materials:
- 2.1.14.1 Project work shall mean work performed on major projects or major repairs to facilities. The contractor assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, the contractor MUST submit a response. The Contractor is not to submit their own project quote sheet. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope of Work are those established in Attachment A, PRICING.
- 2.1.14.1.1 The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.

2.1.14.1.2 The County's project quote sheet will contain the following information:

The contract serial number and name;
Name and address of site;
FMD site ID number;
Detailed scope of work,
Other information relative to the SOW,
Project cost,
Check box for "will quote" or "will not quote" the project,
Deadlines for quote delivery,
Signature line for both the County and the Contractor

2.1.14.2 After site review of the project, the contractor must submit the project quote sheet back to the requestor, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. If the Contractor has declined project work a minimum of three times during a six-month period, he shall be required to attend a meeting with the Materials Management Department and FMD to discuss consideration for default of contract as this is indicative of the Contractor's desire not to do business with the County.

2.1.14.3 The submitted project price quote is to be all-inclusive. That is, any cost overruns shall be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.

Construction tax (65% of the retail tax rate) may be applied to the total cost of project work.

2.1.14.4 Dependant on the complexity/nature of the project, a predetermined and/or pre-identified mandatory site meeting may be held to ensure the contractor is aware of important issues regarding the project. Mandatory site meetings will require a sign-in sheet.

2.1.14.5 The Contractor shall be compensated for additional work requested that is not detailed in the scope via the labor rates bid in Attachment A, PRICING.

2.1.14.6 This contract may also be used for time and materials work (under \$1,000) and priced per hour as bid in the pricing.

2.1.15 Contractor's firm must be in the water softener business a minimum five (5) years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Contractor's technicians assigned to this contract must have a minimum of five (5) years experience to perform any service to the County. Contractor must have a minimum of three (3) fully stocked service vehicles. Proof of these requirements must accompany bid package.

2.1.16 The Contractors service truck fleet shall carry sufficient supply of repair parts and equipment to perform routine water softener repairs and maintenance. The Contractor shall have a local shop and/or warehouse that stocks parts to keep their trucks supplied daily, and tools necessary to perform this type of service. As part of the County's due diligence, these requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.

2.1.17 In the event the work performance of the Contractor is unsatisfactory, the Contractor shall be notified by the County and be given one business day to correct the work. Labor for all re-work will be at no additional cost to the County.

2.1.18 The Contractor shall recommend to the County when a unit and/or parts replacement is necessary, when in the Contractor's opinion, the repair cost exceeds the value of the unit or part, and it would be in the best interest of the County to replace this unit or part. The Contractor's recommendation shall include both the cost and the labor to replace the part or unit in writing. Contractor shall notify Facilities Management Department of job completion prior to invoicing.

2.2 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.3 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.4 INVOICES AND PAYMENTS:

2.4.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoices for T&M work must provide the following information:**

- 2.4.1.1 Company name, address and contact
- 2.4.1.2 County bill-to name and contact information
- 2.4.1.3 Contract Serial Number
- 2.4.1.4 County purchase order number
- 2.4.1.5 Job site name and address
- 2.4.1.6 FMD Building number
- 2.4.1.7 Type/model of unit
- 2.4.1.8 Invoice number and date
- 2.4.1.9 Payment terms
- 2.4.1.10 Date of service or delivery
- 2.4.1.11 Quantity (number of days or weeks)
- 2.4.1.12 Contract Item number(s)
- 2.4.1.13 Description of Purchase (product or services)
- 2.4.1.14 Pricing per unit of purchase
- 2.4.1.15 Freight (if applicable)
- 2.4.1.16 Extended price
- 2.4.1.17 Mileage w/rate (if applicable)
- 2.4.1.18 Arrival and completion time (if applicable)
- 2.4.1.19 Total Amount Due

At a minimum, the invoices for project work must provide the following information:

- 2.4.1.20 Company name, address and contact
- 2.4.1.21 County bill-to name and contact information
- 2.4.1.22 Contract Serial Number
- 2.4.1.23 County purchase order number
- 2.4.1.24 Job site name and address
- 2.4.1.25 FMD Building number
- 2.4.1.26 Type/model of unit

- 2.4.1.27 Invoice number and date
- 2.4.1.28 Payment terms
- 2.4.1.29 Date of service or delivery
- 2.4.1.30 Quantity (number of days or weeks)
- 2.4.1.31 Contract Item number(s)
- 2.4.1.32 Description of Purchase (product or services)
- 2.4.1.33 Pricing per unit of purchase
- 2.4.1.34 Construction tax (if applicable)
- 2.4.1.35 Copy of project quote sheet and any change orders
- 2.4.1.36 Freight (if applicable)
- 2.4.1.37 Extended price
- 2.4.1.38 Mileage w/rate (if applicable)
- 2.4.1.39 Arrival and completion time (if applicable)
- 2.4.1.40 Total Amount Due

Equipment/tools not usually used in the water softener industry, yet needed to complete a job, will be allowed a pas-through cost plus 5%. The rental invoice must be attached to the contractor's invoice, otherwise payment will be denied.

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.4.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.4.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.5 TAX:

NO TAX SHALL BE LEVIED AGAINST LABOR. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.6 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.4 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.5.5 Certificates of Insurance.

3.5.5.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **County** fifteen (15) days prior to the expiration date.

3.5.5.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.8 NO GUARANTEED QUANTITIES.

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract

3.9 ORDERING AUTHORITY.

3.9.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.9.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT OFFICER, 602-506-3504
(astupka@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Evan Johns, Facilities Management Department, 602-372-3327

Inquiries may be submitted by telephone but must be followed up in writing. **NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.**

3.11 EVALUATION CRITERIA.

3.11.1 The evaluation of Bids will be based on, but will not be limited to, the following:

3.11.1.1 Compliance with specifications.

3.11.1.2 Price.

3.11.1.3 Determination of Responsibility.

3.11.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.12 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents are to provide two (2) copies of ATTACHMENT A, B, C, (E, F and G, if applicable), any Required Submittals, and a signed ADDENDA Face Page of the Solicitation (if applicable). ATTACHMENT B must bear original signatures. ATTACHMENT A (Pricing) must also be on a CD in an Excel format. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.14 RESPONDENT REVIEW OF DOCUMENTS.

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive.

3.14.1 Two copies of the following:

3.14.1.1 Attachment “A”, Pricing;

3.14.1.2 Attachment “B”, Agreement Page (with original signatures)

3.14.1.3 Attachment “C”, References.

3.14.1.4 Signed ADDENDA Face Page of Solicitation (if applicable)

3.14.1.5 L-54 Watering Conditioning Equipment License

3.14.1.6 Proof of five (5) years of water softener business and completely familiar with specified requirements and methods (refer to Section 2.1.15)

3.14.1.7 Proof of technicians work history to include a minimum of five (5) years experience (refer to Section 2.1.15)

3.14.1.8 Proof of three (3) fully stocked service vehicles (refer to Section 2.1.15).

3.15 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSALS.

**ATTACHMENT A
PRICING**

SERIAL 06118-S

PRICING SHEET: S049403 / B0601732

NIGP CODE: 91077

BIDDER NAME: _____

VENDOR # : _____

BIDDER ADDRESS: _____

P.O. ADDRESS: _____

BIDDER PHONE #: _____

BIDDER FAX #: _____

COMPANY WEB SITE: _____

COMPANY CONTACT (REP): _____

E-MAIL ADDRESS (REP): _____

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

ACCEPT PROCUREMENT CARD: ____ YES ____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ____ NO ____ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ____ YES ____ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10 _____

NET 15 _____

NET 20 _____

NET 30 _____

NET 45 _____

NET 60 _____

NET 90 _____

2% 10 DAYS NET 30 _____

1% 10 DAYS NET 30 _____

2% 30 DAYS NET 31 _____

1% 30 DAYS NET 31 _____

5% 30 DAYS NET 31 _____

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: _____%

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

____ NEWSPAPER ADVERTISEMENT

____ MARICOPA COUNTY WEB SITE

____ POSTAL MAIL PRE-SOLICITATION NOTICE

____ E-MAIL PRE-SOLICITATION NOTICE

____ OTHER (PLEASE SPECIFY)

ALL PRICING SHALL BE SUBMITTED ON THE SAME CD AS THE BID AND FORMATTED IN EXCEL '2003. BIDS WILL NOT BE ACCEPTED WITHOUT THE ACCOMPANYING CD IN YOUR SUBMITTAL. ANY RESPONSE NOT CONTAINING THE REQUIRED CD MAY BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

**ATTACHMENT A
PRICING**

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
1.1 Labor, water softener service, REGULAR business hours	\$ _____ /per hr	\$ _____ /per hr	\$ _____ /per hr
1.2 Service charge (in addition to labor), REGULAR business hours	\$ _____ /per hr	\$ _____ /per hr	\$ _____ /per hr
1.3 Labor, water softener service, AFTER business hours	\$ _____ /per hr	\$ _____ /per hr	\$ _____ /per hr
1.4 Service charge (in addition to labor), AFTER business hours	\$ _____ /per hr	\$ _____ /per hr	\$ _____ /per hr
1.5 Labor, for services outside the scope of the contract	\$ _____ /per hr	\$ _____ /per hr	\$ _____ /per hr
1.6 Service charge (in addition to labor), outside the scope of work	\$ _____ /per hr	\$ _____ /per hr	\$ _____ /per hr
1.7 Parts, supplies, component, new units, cost plus:	\$ _____ /per hr	\$ _____ /per hr	\$ _____ /per hr

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT IFB CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
 _____ Women-Owned Business Enterprise (WBE)
 _____ Minority Business Enterprise (MBE)
 _____ Small Business Enterprise (SBE)

 RESPONDENT SUBMITTING PROPOSAL

 FEDERAL TAX ID NUMBER

 PRINTED NAME AND TITLE

 AUTHORIZED SIGNATURE

 ADDRESS

 TELEPHONE

 FAX #

 CITY STATE ZIP

 DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
 DIRECTOR, MATERIALS MANAGEMENT

 DATE

BY: _____
 CHAIRMAN, BOARD OF SUPERVISORS

 DATE

ATTESTED:

 CLERK OF THE BOARD

 DATE

APPROVED AS TO FORM:

 DEPUTY MARICOPA COUNTY ATTORNEY

 DATE

ATTACHMENT C

CONTRACTOR REFERENCES

RESPONDENT SUBMITTING BID: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

EXHIBIT 1 VENDOR REGISTRATION PROCEDURES

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process. Paper forms will no longer be accepted. Vendor registrations will only be accepted through the active website. Register at <http://www.maricopa.gov/Materials/>

The new process will give you full control over your organizational information. Please be advised however that you are now directly responsible for the presence and accuracy of your company's information.

Vendors currently registered in our system who have changes to their information or have not registered online must establish a new account via the above web site link. Materials Management will no longer post changes to existing vendor records.

Procurement vendors: Be sure to select those commodity codes that best represent the commodities and or services provided by your organization. Non-procurement registrants may ignore the commodity portion.

Registration is **FREE**. You may use any computer with web access for registration, record updating and maintenance.

If you have any questions, email us at VendorReg@mail.maricopa.gov.